UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

KATHRYN MONROE,	)	
	)	CASE NO. _:__-CV-____
Plaintiff,	)	
	)	
V.	)	**JURY TRIAL DEMANDED**
	)	
INTERNATIONAL FOLLIES, INC.	)	
D/B/A THE CHEETAH	)	
	)	
	)	
	)	
	)	
Defendant.	)	

VERIFIED COMPLAINT

COMES NOW Kathryn Monroe (hereinafter "Plaintiff" or "Monroe") and brings this action against International Follies, Inc., doing business as the "Cheetah," (hereinafter collectively referred to as "Defendant" or "The Cheetah") respectfully showing the Court as follows:

INTRODUCTION

1.

Defendant operates a strip club in Fulton County commonly known as The Cheetah. Ms. Monroe was singled out in a discriminatory manner by The Cheetah, and certain personnel, including at least Robert Johnson, Jack Braglia, and Lee Tatum and The Cheetah floormen. Ms. Monroe was eventually terminated under the guise of alleged “chargebacks” after being subjected to: verbal and sexual harassment and a sexually hostile work environment (in front of customers and privately), gender discrimination, and retaliation for reporting to management the same—in the form of damage to personal property, intimidation, assault, and eventual termination.

2.

At one time, The Cheetah was known to be a reputable establishment that was free from illegal activity and was truly a “gentlemen’s club.” However, since the shutdown of the infamous Gold Club of Atlanta, the activities for which the Gold Club was shut down have migrated over to The Cheetah, and The Cheetah is now a morass of illegal activities, including sexual abuse, harassment, drugs, and pandering.

3.

Ms. Monroe was fired after having worked at The Cheetah for almost fourteen (14) years with no previous performance problems or any warnings, chargebacks, or terminations until after she raised complaints to The Cheetah Management concerning sexual discrimination and gender discrimination that resulted from Ms. Monroe's refusal to participate in the activities that had become a regular part of The Cheetah's hostile work environment. On a first occasion in August of 2014, Ms. Monroe was allegedly fired for a "chargeback." It was later determined that that the alleged "chargeback" claim was entirely false. On second (and last) occasion, in February of 2015, Ms. Monroe was fired for an alleged "chargeback" but was never informed of the details of the alleged "chargeback" and was given no opportunity to investigate the situation, as they would have if Ms. Monroe was in fact an "independent contractor" as claimed by The Cheetah.

4.

In fact, these allegations by The Cheetah are fabrications designed to mask the true reason for Ms. Monroe's termination: her attempt to complaint to management about illegal activities occurring in the club including pandering, prostitution, and drug activity, and her request to have The Cheetah refrain from directing such activities toward her. For instance, customers are directed to enjoy

VIP rooms with the "fun girls",[1][2] several of which travel across state lines[3] to work at The Cheetah at the behest of the owners and management of The Cheetah. These "fun girls" kick back between 20%-60% of their income to "floormen" that, in exchange, grant protection (in the form of blocking doors, etc.) that allow these and other illicit activities to occur. Ms. Monroe's non-compliance with these activities and her complaints concerning the same ultimately led to her termination.

5.

The Cheetah encouraged and created a sexually hostile work environment, and Ms. Monroe was sexually harassed by her Cheetah supervisors and discriminated against because of her gender. Put simply, the ability to earn good money now (as opposed to in the past) at The Cheetah is premised on performing sexual favors for The Cheetah customers and tolerating sexual misconduct by supervisors, including operations management personnel, "house moms" and

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[1] These girls are those that participate in prostitution, submit to illegal "floorman" kickbacks/charges, and lure high spending patrons like professional NFL, NBA, and MLB players, musicians, and other star patrons back to the club. These girls are also called "F girls."

[2] The "F girls" are not limited to entertainers, but include certain "house mothers" as well, that provide certain high net worth individuals with access to additional illicit services at the club.

[3] A telephone is categorized as a facility in interstate commerce. Therefore, even an intrastate telephonic conversation with an intention to commit the crime of immoral trafficking will constitute an offense under the FMA.

"floormen." The Cheetah management requires entertainers to perform sexual favors for customers of The Cheetah so that they may get kickbacks from such activities. Because Ms. Monroe did not cooperate and complained about it, she was fired. As noted below, this is illegal and such conduct has been deemed to violate Title VII on many occasions. According to EEOC Policy Guidance, an isolated instance of sexual favoritism will not be considered sexual harassment, but multiple relationships can create a sexually hostile work environment. This is true even if the objectionable conduct is not directed at the person making the Title VII claim, and regardless of whether those afforded preferential treatment willingly bestowed their sexual favors. The EEOC has proclaimed that widespread favoritism conveys the message "that the managers view women as 'sexual playthings,' thereby creating an atmosphere that is demeaning to women." EEOC Notice No. 915-048 (Jan. 12, 1990), available at http://www.eeoc.gov/policy/docs/sexualfavor.html (hereinafter "EEOC Policy Guidance").

6.

Because Ms. Monroe refused to be a "sexual plaything," she was intimidated, abused, and sexually harassed and humiliated in an attempt to force her to quit, and when she did not, The Cheetah fabricated a reason to fire her so they could get rid of her after she continually complained of the sexually hostile work environment, sexual harassment, and gender discrimination to Jack Braglia, Robert "Bob" Johnson, and Holly Wood, among others. The Cheetah should not be allowed to get away with this conduct due to their illegal classification of Ms. Monroe as a "contractor" instead of any employee.

7.

Nor should such conduct be allowed to continue simply because there are no male entertainers at The Cheetah—the Cheetah has very specific policies on harassment and sexual harassment for dancers that are not directed to or prescribed for any particular gender dancer. The Cheetah has set forth specific policies related to "gender neutral" entertainers that mirror Title VII protections, and The Cheetah violated those policies, and consequently, the law, regardless of whether there are also male dancers employed at The Cheetah. And it is no consequence that entertainers are required to take their clothes off at The Cheetah. The Cheetah specifically disallows touching of any kind by customers, employees, or anybody at The Cheetah. This rule is explicit and therefore the fact that entertainers dance nude does not invite intimidation, assault, or sexual abuse of the entertainers.

PARTIES, SERVICE, AND JURISDICTION

8.

Plaintiff is a former employee of Defendant and is a resident within the

Northern District of Georgia. Plaintiff Monroe was employed by Defendant from April 2001 to February 26, 2015.

9.

Defendant International Follies, Inc. is a Georgia for profit corporation with its principal place of business located at 887 Spring Street NW, Atlanta, Georgia 30308. On information and belief, Defendant International Follies, Inc. is the legal owner of The Cheetah club. Defendant may be served with a copy of the summons and complaint by leaving a copy with its registered agent for service Mr. William Hagood located at 887 Spring Street NW, Atlanta, Georgia, 30308. International Follies, Inc. is a Title VII employer of the Plaintiff and is subject to suit under 42 U.S.C. § 1981 and § 1983.

10.

Jack Braglia is a natural person that, along with William Hagood, exercises complete control over all the operations and procedures at the establishment known as The Cheetah located at 887 Spring Street NW, Atlanta, Georgia, 30308. On information and belief Defendant Braglia is a beneficial owner of The Cheetah and is a resident within the Northern District of Georgia.

11.

Robert Johnson is a natural person that, who was the senior most direct supervisor for Ms. Monroe at The Cheetah adult entertainment club located at 887 Spring Street NW, Atlanta, Georgia, 30308. On information and belief, Defendant Johnson is a resident within the Northern District of Georgia.

12.

William Hagood is a natural person that, along with Jack Braglia, exercises complete control over all the operations and procedures at the establishment known as The Cheetah located at 887 Spring Street NW, Atlanta, Georgia, 30308. On information and belief, Defendant Hagood is a beneficial owner of The Cheetah and is a resident within the Northern District of Georgia.

13.

This Court has subject matter jurisdiction over federal questions raised under the Title VII of the Civil Rights Act pursuant to 28 U.S.C. §§ 1331 and 1337. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, 1343(4), 2201 and 2202, 42 U.S.C. § 2000e et seq. and 42 U.S.C. § 1981 and 1983. This suit is authorized and instituted pursuant to 42 U.S.C. § 1981 and 1983 and pursuant to Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended, including the "Civil Rights Act of 1991." The jurisdiction of this Court is invoked to secure protection of and redress the deprivation of rights secured by 42 U.S.C. § 1981, 42 U.S.C. § 1983 and 42 U.S.C. § 2000e *et seq*. providing for injunctive and other relief against sexual harassment and a sexually hostile work environment, gender discrimination and retaliation. The unlawful employment acts alleged herein took place within the Atlanta Division of the Northern District of Georgia.

14.

Venue is proper in the Northern District of Georgia, under 28 U.S.C. §1391(b), since Plaintiff and Defendant are citizens in this judicial district. In addition, a substantial part of the events or omissions giving rise to the claims occurred in this judicial district at the address commonly known as 887 Spring Street NW, Atlanta, Georgia, 30308 located within the Northern District.

15.

This suit is filed within ninety days of receipt of the relevant Right to Sue Notice from the EEOC, and all other conditions precedent to the institution of this lawsuit has been met and a sexually hostile work environment, gender discrimination and retaliation. The Plaintiff has fulfilled all conditions precedent to the institution of this action under Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended by the "Civil Rights Act of 1991", 42

U.S.C. § 2000e et seq. Plaintiff Monroe filed her charge of sexual harassment/sexually hostile work environment, gender discrimination, and retaliation within 180 days of the last such acts. Plaintiff was issued a Notice of Suit Rights letter by the U.S. Equal Employment Opportunity Commission ("EEOC") on May 12, 2016. **Exhibit A**. ("Right-to-Sue Letter"). Plaintiff received her Right-to-Sue Letter by mail on May 20, 2016, but files this lawsuit within the 3 day mailing rule provided under the prevailing jurisprudence on this issue.

FACTUAL ALLEGATIONS

16.

At all relevant times, Ms. Monroe was employed by Defendant as an entertainer at The Cheetah adult entertainment club.

17.

Ms. Monroe was fired for retaliation due to her raising sexual harassment and gender discrimination claims against The Cheetah. Moreover, The Cheetah was made aware of the protected activity (complaints by Ms. Monroe to Cheetah management regarding sexual harassment and gender discrimination) and retaliated against Ms. Monroe as a direct result of those complaints.

18.

Defendant have established a variety of written guidelines and policies which govern entertainers conduct at The Cheetah.

19.

The following summary articulates the key points and chronology of events that occurred up to and including the date of unlawful termination of Ms. Monroe.

THE YEAR 2010

20.

The events setting the stage for and leading to the current sexual harassment, gender discrimination, and retaliation claims began in 2010, after the Gold Club was shut down for illegal activities, including drugs and prostitution. Within a year or two after the shutdown of the Gold Club, the activities that were once only present in the Gold Club migrated to The Cheetah, which was formerly a reputable establishment. The earliest start of the new regime began with a floorman named "Mark" and a dancer with the stage name "Farrah." After these two began a relationship, Mark would refer high paying customers that wanted more than dances (*i.e.*, sexual favors) to "Farrah." In return, Farrah would tip Mark generously.

21.

Over a short amount of time, other girls interested in higher pay that came with sexual favors joined Mark's camp. Farrah maintained the highest rank of the girls, and all girls that were part of the arrangement agreed to pay 20% of their earnings to Mark. While the job of floormen was originally to provide security and protection from aggressive customers and to prevent lewd things from happening in The Cheetah, if these girls provided a high enough percentage of their earnings to the floormen, the floormen would allow sexual favors/activities and drug use to occur in private VIP rooms.

SPRING AND SUMMER OF 2013

22.

By 2013, what was once just a few girls involved in a give-and-take agreement, quickly morphed into sophisticated organized crime syndicate of floormen and girls that would sell sex and drugs at The Cheetah. These girls were known as the "F Girls." Girls under the floormen regime were encouraged to make as much money as possible by employing sexual favors, lewd acts, and other "after club" rendezvous. In exchange for allowing the activities to occur without objection, the girls had to give the floormen a percent of their earnings ranging on average from 20-50% (the percentage increased with time). Not surprisingly, this arrangement is very similar to that of a pimp/prostitute arrangement. By the beginning of 2013, this syndicate grew from one girl and one floorman with an arrangement, to what became an integral part of The Cheetah's operations.

23.

As the floormen sought to increase their market share, attempts to recruit Ms. Monroe into the crime syndicate came almost nightly. "F Girls" would often perform lewd and sexual acts in close proximity to her, the likes of which she strongly disapproved. In each instance, Ms. Monroe was very vocal to management about this fact. Only on the rarest occasion would management put a stop to the activity, or more likely move it to a more discreet area of the club so that the sexual or drug activity could continue. However, on most occasions, the management would do nothing, and Ms. Monroe was left to witness (in very close proximity) the "F Girls" engaging in sexual acts with customers, and customers being allowed to put their fingers in vaginas and anuses. In response, the floormen would say things like:

- Are you going to get on "the team"?;
- Get out of this room, they want other girls, unless you are on the team;
- Manager Robert "Bob" Johnson, head of the syndicate, would yell in Ms. Monroe's face for not being a "team player"; and
- Floorman Lee Tatum often asked dancer Lindsey, who Ms. Monroe would work with on occasion, questions about whose "team" she was on, Ms. Monroe and Alison Valente's, or his.

As a top earner at The Cheetah, Ms. Monroe was viewed as direct competition to the floormen's underground regime, and it was made clear to her through repeated intimidation that they wanted her earnings and that she would have to participate in the illegal activities if she wanted to stay employed at The Cheetah. Ms. Monroe continually complained of the sexually hostile work environment, sexual harassment, and gender discrimination to Robert "Bob" Johnson and Holly Wood, among others, and no corrective actions were taken. The male workers at The Cheetah were never subjected to any such conduct or treatment, and certainly the Hypothetical Gender Neutral Dancer (defined in Paragraph 62) was not to be afforded any such treatment.

24.

Upon information and belief, during this time period, a bouncer/floorman named Chris, whose last name is currently unknown ("Chris"), was hired by the Cheetah. Chris was hired as a regular bouncer, but he quickly played a very active role in driving revenue for the "F girl" cartel.

FALL OF 2013

25.

As the crime syndicate's activity became more pervasive and inescapable, it became clear that the floormen were not going to do anything about the activities and were now in fact actively promoting the activities, which are directly contrary to the job they are supposed to do for entertainers at the club. Ms. Monroe then raised the issues to her immediate superiors, including her "house moms." The "house moms" also did nothing to stop the repeated attempts of the floormen to get Ms. Monroe to perform sexual favors for customers and to demean her when she would not comply and "join the team." On several occasions in the Fall of 2013, Ms. Monroe (along with Ms. Valente) formally approached the Head Floorman and Manager, Robert "Bob" Johnson.

26.

Ms. Monroe (with Ms. Valente) had a meeting with management—Robert "Bob" Johnson—in October 2013 without the mandatory presence of a "house mom."[4] Ms. Valente and Chris were also present in the meeting. Her direct supervisor and "house mom" was recorded on tape admitting to the occurrence of the meeting, which is not provided with this submission but will be submitted to the Court in the form of an audio recording. *See* Recording of Heather Manning, where

[4] The Cheetah's policy had previously required that two people were present in any closed door meeting with a supervisor. The third person was usually a "house mom."

"house mom" Heather Manning speaks of this initial meeting and acknowledging that protocol was broken because The Cheetah wanted no witnesses to the complaints of sexual harassment, sexually hostile work environment, and gender discrimination. Heather Manning also acknowledged the purpose of the meeting was to discuss sexual harassment, the sexually hostile work environment, and gender discrimination to which Ms. Monroe was being subjected. *Id.* The male workers at The Cheetah were never subjected to any such conduct or treatment, and certainly the Hypothetical Gender Neutral Dancer (defined in Paragraph 62) was not to be afforded any such treatment.

EARLY 2014 TO AUGUST OF 2014

27.

After her formal meeting with Robert (Bob) Johnson in the Fall of 2013, things quickly escalated. Chris would stand in front of Ms. Monroe with arms crossed and in a threatening manner. At the time it was rumored around the club that Chris had sexually battered and assaulted women in various private areas in the club. Bouncer Tommy slammed a door on co-worker Ms. Valente's hand with Ms. Monroe witnessing it, and Ms. Monroe was physically blocked from walking freely in the club due to floormen slamming doors in her face (ultimately leading the Ms. Valente's hand getting closed in a door). The floormen would often physically block

Ms. Monroe from going to certain areas of the club. Ms. Monroe was in fact intimidated and feared for her safety.

28.

This harassment and discrimination continued for the next year, culminating in her first termination in September 2014. Ms. Monroe, along with Ms. Monroe, had several meetings with The Cheetah and management about Chris' behavior to no avail. More generally, her job was threatened nightly. Her car was keyed, and shortly afterwards, Ms. Valente's was as well. She was often screamed at in front of customers and generally denigrated and treated as a sexual plaything, and when Ms. Monroe did not accept this treatment, she was badgered and excluded from club activities. Ms. Monroe was repeatedly intimidated by floormen/management due to her noncompliance with sexual requests made of her. Ms. Monroe continued to complain of the sexually hostile work environment, sexual harassment, and gender discrimination to Robert "Bob" Johnson and Holly Wood, among others. Additionally, as was the case before, the male workers at The Cheetah were never subjected to any such conduct or treatment, and certainly the Hypothetical Gender Neutral Dancer (defined in Paragraph 62) was not to be afforded any such treatment.

29.

The Cheetah was now a hostile work environment for Ms. Monroe (and others) due to its pervasive sexual discrimination and disparate treatment toward women. For instance, Ms. Monroe was regularly, sometimes forcefully, removed against her will from private dance rooms by floormen who replaced her with "F girls" (girls who perform illegal acts for the floormen). The expectations and requests that Ms. Monroe perform sexual favors or otherwise demean herself sexually was now constant. On occasion, Ms. Monroe witnessed the owner of The Cheetah, Mr. William Hagood, groping girls against their will. One specific time, he groped and fondled a girl with the stage name "Laney" in a lewd and violating manner. Totally humiliated, Laney pulled away, gathered her work attire, and ran to the dressing room. She later confided in Ms. Monroe that because of his position as owner she endured the frightening act, and she felt taken advantage of, demeaned, violated, and saddened.

30.

As another example, Ms. Monroe and Ms. Valente were regularly yelled at within an inch of her face by Robert "Bob" Johnson and Lee Tatum, among others. Ms. Monroe also witnessed Robert "Bob" Johnson, Lee Tatum, bouncer Chris, and other floormen yell at other female employees, intimidate them, box them into corners, point in their faces, and spew vicious expletives on a routine basis if they refused to sexually submit to the customers. As with the case earlier, the male workers at The Cheetah were never subjected to any such conduct or treatment, and certainly the Hypothetical Gender Neutral Dancer (defined in Paragraph 62) was not to be afforded any such treatment.

31.

Moreover, The Cheetah sanctioned similar illegal and improper behavior by customers toward Ms. Monroe and others. Despite raising these concerns to management, nothing was done to stop it. The male workers at The Cheetah were never subjected to any such conduct or treatment, and certainly the Hypothetical Gender Neutral Dancer (defined in Paragraph 62) was not to be afforded any such treatment.

AUGUST OF 2014

32.

After continuing to work, and continuing to notify The Cheetah's management of the illegal sexual harassment, sexually hostile work environment, and gender discrimination directed towards her—even in the fact of actions designed to force Ms. Monroe to quit—The Cheetah designed a scheme that they thought would allow them to fire her while appearing to do so for legitimate reasons. The

Cheetah accused Ms. Monroe of having a "chargeback." A "chargeback" is notification from a credit card company that the card to whom the card is issued disputed a particular charge on the card.

33.

In late August, The Cheetah attempted to use the ruse of an alleged chargeback as a reason for firing Ms. Monroe. The Cheetah alleged that Ms. Monroe had a chargeback on Saturday, August 23, 2014. Under normal circumstances, The Cheetah, upon information and belief, handles all chargeback issues and does its best to refute and correct any chargebacks. However, The Cheetah did not do any diligence with respect to this chargeback, and this immediately raised the suspicions of Ms. Monroe. As a result, Ms. Monroe (along with Ms. Valente) immediately inquired about who made the alleged chargeback and called that client to inquire about the situation. As it turned out, there were not in fact any issues—the charges were legitimate and the client conveyed the same to Ms. Valente and The Cheetah. Attached as **Exhibit B** to this response is the correspondence from Ms. Valente to Mr. Braglia (General Manger and Owner of The Cheetah), dated September 5, 2014, which outlines The Cheetah's conduct with respect to Ms. Monroe's (referred to in the email as "Abby," Ms. Monroe's stage name) initial termination from being an "employee." This termination was later withdrawn when Ms. Monroe proved that the alleged chargeback never in fact happened. *See* Email from A. Valente to J. Braglia, dated September 5, 2014, attached as **Exhibit B**, which is a true and correct copy of the email sent by Ms. Valente to Mr. Braglia (and on behalf of Ms. Monroe aka "Abby"). Ms. Monroe returned to work following the email from Ms. Valente to Jack.

THE TIME PERIOD BETWEEN FEBRUARY 18, 2015 AND FEBRUARY 26, 2015

34.

During the February 18, 2015 to February 26, 2015 timeframe, Ms. Monroe caught customers taking pictures of her on the floor. Ms. Monroe told the floorman and would not check the customers' phones. Girls were constantly being illegally touched and harassed by customers. Ms. Monroe would tell the floormen and management they did not do anything about it. The floormen and management refused to do anything about it because it would affect their money—it was in their financial best interest to let sexual harassment and illegal touching occur. Ms. Monroe was personally sexualy harassed, illegally and sexually touched, and otherwise abused by customers and, when told about it, the floormen and management, including Robert "Bob" Johnson and Jack Braglia, refused to correct the situation or do anything about it.

Ms. Monroe was fired when she walked into work on February 16, 2015.

See Email from A. Valente to J. Braglia, dated March 1, 2015, attached as **Exhibit C**. Ms. Monroe was told she had a chargeback on February 12, 2015, in the amount of around $580. *Id.* However, The Cheetah refused to tell her who made the chargeback. Additionally, The Cheetah refused to give her any details about the alleged chargeback whatsoever. *Id.* Obviously, The Cheetah did not want to give Ms. Monroe the opportunity to prove that there was no chargeback. She was fired for complaining about the sexual harassment and gender discrimination directed toward her—nothing more, and nothing less.

35.

Ms. Monroe conveyed this information to Jack Braglia, club owner and manager on March 1, 2015. *Id.* (letter from Ms. Valente also speaking on behalf of "Katie Monroe"). Ms. Monroe and Ms. Valente requested to return to their jobs and requested that the illegal behavior cease. *Id.* The Cheetah refused to allow her to come back to work, and told her and Ms. Valente to sue them if she wanted and wished her good luck in doing so.

THE CHARGEBACKS ALLEGED BY THE CHEETAH ARE COMPLETELY FABRICATED

36.

None of The Cheetah's allegations regarding chargebacks are founded in fact. Ms. Monroe was highly qualified to work at The Cheetah. She had been under their employment for fourteen (14) years and had not received a single chargeback until she began complaining about the illegal enterprise being run within The Cheetah. Ms. Monroe was always very clear about pricing and the rules when consulting with her clients—Ms. Monroe ***always*** explained those rules to prospective clients. It was only when Ms. Monroe brought the issues of illegal behavior, sexual harassment and abuse, and gender discrimination, that she became subject of abuse to her person and property, and ultimately fired in retaliation for raising the issues to The Cheetah management, including Jack Braglia, Holly Wood, and Robert "Bob" Johnson.

37.

The falsity of any allegations regarding alleged chargebacks are quite easy to disprove. First, if these chargebacks in fact happened, there would be records of them. But there are no records of them. And even more damning for The Cheetah is that from the year 2001 (when Ms. Monroe started) to late 2013, The Cheetah had never even alleged that there were any chargebacks, and in fact she did not receive a single chargeback or customer complaint—zero—in 14 years. Yet, coincidentally, after making formal complaints to management, she allegedly began receiving chargebacks. Any reasonable person with these facts before them would see this as a ruse.

MS. MONROE'S CLAIM ARE UNDOUBTEDLY PROPER TITLE VII CLAIMS.

Ms. Monroe Was An Employee, Not An Independent Contractor, Despite The Cheetah's Claim to the Contrary.

38.

Under any possible understanding or interpretation of Ms. Monroe's duties, she was an employee, not a contractor, under Georgia and Eleventh Circuit law. The Cheetah incorrectly classifies entertainers as "independent contractors" to avoid Title VII and other federal laws that pertain to "employees." The EEOC should not allow The Cheetah to completely avoid the law of Title VII through its unilateral choice of the word "contractor" instead of "employee."

39.

To determine whether an employer/employee relationship exists in the State of Georgia and the Eleventh Circuit, courts look to the "economic realities" of the relationship between the person and the employer. The central question is the degree to which the putative employee is, in reality, economically dependent upon the alleged employer.[5] *See, e.g., Rutherford Food Corp. v. McComb*, 331 U.S. 722,

[5] When a disposition in either direction can be justified on the question of whether a person is an "employee," the Court must err in favor of a broader reading of "employee." *See Usery*, 527 F.2d at 1311 ("Given the remedial purposes of the

730, 67 S.Ct. 1473, 1477, 91 L.Ed. 1772 (1947); *Antenor v. D & S Farms*, 88 F.3d 925, 929 (11th Cir. 1996*); Hodgson v. Griffin & Brand of McAllen, Inc.*, 471 F.2d 235, 237-238 (5th Cir. 1973). "[T]he final and determinative question must be whether the . . . personnel are so dependent upon the business with which they are connected that they come within the protection of [the law] or are sufficiently independent to lie outside its ambit." *Usery v. Pilgrim Equip. Co., Inc.*, 527 F.2d 1308, 1311-1312 (5th Cir. 1976). "The concept has also been put in terms of whether the individual is 'in business for [her]self.'" *Mednick v. Albert Enterprises, Inc.*, 508 F.2d 297, 302 (5th Cir. 1975).

40.

Prior to looking at the "economic realities" here, it is important to note that Courts in Georgia have ***twice*** before considered the question of whether entertainers employed (in situations identical to Ms. Monroe) are employees—***in this State, entertainers are "employees."*** As Judge Thrash stated in *Stevenson v. The Great Am. Dream, Inc.*,

legislation, an expansive definition of 'employee' has been adopted . . . a constricted interpretation of the phrasing by the courts would not comport with its purpose."). To conclude that a party is an "independent contractor" because she bears some of its characteristics would "invite adroit schemes by some employers and employees to avoid the immediate burdens at the expense of the benefits sought by the legislation." *Id.*; *see also Mednick*, 508 F.2d at 303.

> To begin, this is not a matter of first impression for this Court. In *Clincy v. Galardi South Enterprises, Inc.*, 808 F. Supp. 2d 1326 (N.D. Ga. 2011), this Court found that adult entertainers--working under conditions similar to the Ms. Monroe in this action--were "employees" . . . . Many other courts have reached the same conclusion. See *Reich v. Circle C. Investments, Inc.*, 998 F.2d 324 (5th Cir. 1993); *Reich v. Priba Corp.*, 890 F. Supp. 586 (N.D. Tex. 1995); *Harrell v. Diamond A Entertainment, Inc.*, 992 F. Supp. 1343 (M.D. Fla. 1997); *Morse v. Mer Corp.*, 1:08-CV-1389-WTL-JMS, 2010 WL 2346334 (S.D. Ind. June 4, 2010); *Hart v. Rick's Cabaret Intern., Inc.*, No. 09 Civ. 3043, 2013 WL 4822199 (S.D.N.Y. Sept. 10, 2013).

2013 WL 6880921, at *3 (N.D. Ga. Dec. 31, 2013); *see also*, *Clincy v. Galardi South Enterprises, Inc.*, 808 F. Supp. 2d 1326, 1349-1350 (N.D. Ga. 2011, J. Story) (finding all entertainers were employees despite their ability to elect to be treated as employees or independent contractors). In fact, "[w]ithout exception, courts have found an employment relationship and required the nightclub to pay its dancers a minimum wage." *Clincy*, 808 F. Supp. 2d at 1343 (internal quotation omitted). The case at hand is no different.

41.

The Eleventh Circuit and Georgia have identified six factors that are relevant to the joint employment inquiry, including: (1) the nature and degree of the alleged employer's control as to the manner in which the work is to be performed; (2) the alleged employee's opportunity for profit or loss depending upon his managerial skill; (3) the alleged employee's investment in equipment or materials required for his task, or his employment of workers; (4) whether the service rendered requires a special skill; (5) the extent to which the service rendered is an integral part of the alleged employer's business; and (6) the degree of permanency and duration of the working relationship. *Stevenson*, 2013 WL 6880921, at *3; *Clincy*, 808 F. Supp. 2d 1326, 1342-1343; *see also, Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1312 (11th Cir. 2013); *Charles v. Burton*, 169 F.3d 1322, 1329 (11th Cir. 1999). No single factor is determinative, and each factor should be given weight according to how much light it sheds on the nature of the economic dependence of the putative employee on the employer. *Stevenson*, 2013 WL 6880921, at *3 (*citing Scantland*, 721 F.3d at 1312).

42.

The facts presented in this case compel the same conclusion reached by this Court by Judge Thrash in *Stevenson* and Judge Story in *Clincy*—Ms. Monroe was an employee, not contractor. William Hagood and Jack Braglia own and operate The Cheetah. The Cheetah is an adult entertainment nightclub. The nightclub provides fully nude dancing and entertainment to its customers. In order to gain entrance, customers pay The Cheetah a cover charge. All entertainers at The Cheetah are subject to the same rules. The primary job duties of an entertainer at The Cheetah is dancing on stage during the stage rotation, and performing dances for customers. Entertainers are required to have a set schedule to maintain their employment at The Cheetah. If an entertainer is unable to work for some reason, she is required to call the supervisor as soon as possible and must make arrangements for a substitute to cover her shift. Not reporting to work as scheduled or failing to cover a shift results in disciplinary action. Disciplinary action ranges from written warnings to termination depending on the number of incidents. The Cheetah handles all disputes that arise in the nightclub, including those regarding payment (between and among employees and with customers) or entertainment services.

43.

The Cheetah strictly controls entertainer's ability to earn money through gratuities while working. For instance, the Cheetah sets the amount of money entertainers can charge clients for private dances. It also sets the rates entertainers can charge V.I.P. clients. Additionally, The Cheetah controls the distribution of monies from V.I.P. room sales. Furthermore, The Cheetah sets the amount of money entertainers can charge for table dances. If an entertainer works at The Cheetah during the evening, The Cheetah requires that they perform two table dances for the price of one during "walk out."

44.

The Cheetah requires that entertainers pay a host of "house fees" back to the nightclub for each shift they work. These include: a late fee of between $25 and $50 if the entertainer arrives late (and depending on how late) for a scheduled shift[6]; a floorman (security) fee of between $15 to $20; a disc jockey fee equal to 10% of the entertainers earnings for a shift; a "house mom" fee of between $10 to $40 per shift; a bathroom attendant fee of between $2-$5 per visit, a "floorman tax" of a minimum of 20% of the entertainers referred earnings for a shift (and any return visits from that referral), valet fees of $5-10 per shift; payments of between $60-$80 to cover a shift that the entertainer is unable to make; "Cheetah Bucks" fee of 1% to 3% to convert "Cheetah Bucks" to U.S. currency; and a VIP room fee of $10 per hour.

45.

The Cheetah also strictly controls how the entertainers can perform while working. For instance, The Cheetah controls the content, timing, and manner of the entertainers' performances on the stages. Entertainers are required to have a "stage name" under which they perform, and The Cheetah has to approve that name. The Cheetah controls and approves the attire and makeup entertainers wear while

[6] The late fee is divided among the club's managers, "house mom," and other management employees.

working. The Cheetah also controls the method and conditions of how entertainers arrive and depart from the nightclub and who can visit them at the nightclub. As part of their employment, The Cheetah provides entertainers with lockers where they are to store their outfits and accessories when they are working (and not working).

46.

The Cheetah even controls the entertainers' conduct down to the most specific of details. For instance, The Cheetah does not allow entertainers to chew gum during working hours. It does not allow entertainers to eat anywhere other than in the break room or dressing room unless they are with a paying customer. Entertainers that are twenty-one (21) years of age are older are allowed to drink alcohol, but only if a customer voluntarily buys the drink for them. Each entertainer receives a copy of International Follies, Inc.'s five (5) page "Contract Entertainer Policies" (the "Policies") as part of the onboarding process, and they are required to sign the fifth page of that document. This document has a number of controls, rules, requirements, and regulations that entertainers must follow to work at The Cheetah. They also receive a copy of the "International Follies, Inc. Employee Policies," which they are not allowed to keep but they must confirm by initialing that they have received (and understand), which contain even more controls, rules, requirements, and regulations for entertainers.

47.

The Cheetah's power to direct, control, or supervise the work indicates that Ms. Monroe is an employee. Just like in *Stevenson* and *Clincy*, The Cheetah's control over entertainers' work starts from the moment an entertainer is hired, carries through nearly every aspect of work until employment is terminated, and dictates the most meaningful aspects of an entertainers' work. Specifically, The Cheetah controls ranged from financially significant issues, such as the price Ms. Monroe could charge for her dances and how frequently and on what days Ms. Monroe would work, how and when she would dance, what her makeup looked like, what clothes she wore, and how she handled disputes. The Cheetah even controlled entertainers down to the minutiae of Ms. Monroe's conduct, such as the manner in which Ms. Monroe would interact with customers and other dances, whether she could drink, eat, or chew gum, where she could go in the building, how she could leave, and exactly when and how Mr. Monroe would remove her clothing while dancing on stage. Although entertainers may exercise some control over the shifts they work, "this was true in several cases where courts found that the entertainers were nonetheless employees." *Stevenson*, 2013 WL 6880921, at *4 (*citing Priba Corp.*and *Harrell*); *see, also, Clincy*, 808 F. Supp. 2d at 1331. In short, The Cheetah exercised almost complete control over the entertainers and Ms. Monroe.

48.

Ms. Monroe and The Cheetah did not share equally in the opportunities for profit and loss. The risk of loss was much greater for The Cheetah and the opportunity for profits by Ms. Monroe are contingent on The Cheetah actions. Although Ms. Monroe "risked a loss equal to the fees they paid—assuming they made nothing in tips—'The risk of loss [was] much greater for the Club.'" *Stevenson*, 2013 WL 6880921, at *4 (*citing Clincy*, 808 F.Supp.2d at 1346). The Cheetah are responsible for attracting customers to The Cheetah, marketing and promotions for the nightclub, its location, its maintenance, aesthetics, and atmosphere, and food and alcohol availability and pricing. To be sure, The Cheetah's risk of loss is substantial. On the other hand, Ms. Monroe is not responsible for anything other than showing up with her outfits. And while Ms. Monroe's initiative and skill may have had some relationship to their ultimate incomes, the vast majority of factors which contributed to Ms. Monroe's earning capacity, including every aspect of getting customers into The Cheetah, were well out of Ms. Monroe's control.[7] Moreover, it is important to note that, unlike in *Stevenson* and *Clincy*, if entertainers do not pay the "floorman tax," The Cheetah go a step further and actually prevent the entertainers from being able to earn money. Finally, the District of Georgia has noted that it "is not aware of any decision in which a court found that an exotic dancer has significant control over her opportunity for profit or loss relative to the club at which she works." *Clincy*, 808 F. Supp. 2d at 1345.

49.

The Cheetah invested far more than Ms. Monroe on necessary personnel, equipment, and facilities. Ms. Monroe's investment in outfits is relatively minor to the considerable investment The Cheetah has in operating The Cheetah. The Cheetah provides luxurious facilities, sound systems, bartenders, waitresses, floormen, and disc jockeys. The Cheetah even has a "fine dining restaurant" called the Alluvia inside The Cheetah, where guests are invited to "enjoy settling into [] luxury and comfort." *See* www.thecheetah.com/alluvia. Ms. Monroe, on the other

[7] The fact that entertainers had some level of control over interactions is of marginal importance, and in fact, was dismissed as superfluous in *Stevenson* and *Clincy*. *See Stevenson*, 2013 WL 6880921, at *4; *Clincy*, 808 F.Supp.2d at 1345–1346.

hand, has not made any capital investments in the facilities, advertising, maintenance, sound system, lights, food, beverage, other inventory, or staffing efforts undertaken on behalf of The Cheetah and was not consulted regarding the same. Again, this case is no different from the long line of cases finding that an entertainer's investment in exotic dancing is small in comparison to a company's investment in a nightclub. *Clincy*, 808 F. Supp. 2d at 1346-1347 (citing cases and finding entertainers investment nominal compared to nightclubs' investment); *Stevenson*, 2013 WL 6880921, at *5 ("As other courts have noted, the amount spent on clothing, hair styling, and make-up 'is minor when compared to the club's investment.'")

50.

Very little skill is required by The Cheetah for the entertainer job. Ms. Monroe's work required no particular training, skill or expertise. In fact, no prior dancing experience is necessary to get a job as an entertainer at The Cheetah. *See* The Cheetah website, FAQ, available at www.thecheetah.com/inside-the-cheetah/faq ("To be a dancer, you must be at least 18 years old at The Cheetah and The City of Atlanta requires a work permit. We are always interested in beautiful, energetic and personable young women who want to work as Cheetah entertainers”). While some individuals undoubtedly possess dance skills, such skills are not a prerequisite to employment by The Cheetah. Courts have routinely found that adult entertainers are not required to possess any significant skills with respect to dancing in this regard. *Clincy*, 808 F. Supp. 2d at 1348; *Stevenson*, 2013 WL 6880921, at *5.

51.

Ms. Monroe performs a task that is an integral part of The Cheetah’s overall business. The whole purpose of The Cheetah’ business is to provide customers with an opportunity to observe nude dancing. *See, supra,* Section II.B. The centrality of the entertainers’ presence is demonstrated by The Cheetah’ marketing materials. *See, e.g.*, The Cheetah website, The Art of Tipping, available at www.thecheetah.com/inside-the-cheetah/the-art-of-tipping. The entertainment provided Ms. Monroe’s is clearly integral to The Cheetah’ business—a proposition that Courts have repeatedly affirmed. *Clincy*, 808 F. Supp. 2d at 1349; *Stevenson*, 2013 WL 6880921, at *5.

52.

The duration and degree of permanency of the parties’ relationship indicates that Ms. Monroe is an employee. At the outset, there is no indication that the purported independent contractor relationship was of limited duration or required renewal. Indeed, Ms. Monroe worked for The Cheetah for 14 years. Moreover, the fact that Ms. Monroe was required to a set schedule demonstrates the permanence of the employment relationship. This requirement effectively prevented Ms. Monroe from securing meaningful employment elsewhere, even if such employment was technically allowed. These facts weigh heavily in Ms. Monroe's favor, suggesting an at-will employment relationship of unlimited duration. *Clincy*, 808 F. Supp. 2d at 1349 (indicating that an employment relationship of over one year sufficient to find in favor of entertainers being employees); *see, also, Doe v. Cin-Lan, Inc.*, No. 08-CV-12719, 2008 WL 4960170, at * 11 (E.D. Mich. Nov. 20, 2008) (finding that the lack of "evidence to suggest that the terms under which plaintiff performs services at defendants' establish[ment] is subject to any renewal or renegotiation procedure… weighs in favor of the plaintiff" on the permanence factor).

53.

To be sure, under any reasonable analysis using the facts and law governing whether a person is a contractor or employee, Ms. Monroe was an "employee" of The Cheetah. The Cheetah itself even calls entertainers (dancers) employees in its Employment Policies document, which is a document that all dancers are required to acknowledge by providing their initials on the document. The document clearly indicates on page 3 that entertainers ("dancers") are employees. *See* International Follies, Inc. Employment Policies, at p. 3, attached as Exhibit D ("Since The Cheetah is a hospitality-based business, a few classifications of ***service employees*** are permitted to enjoy a drink with customers during working hours, if the customer offer to buy the employee a drink. Bartenders, waitresses, hostesses, and dancers of legal drinking age are permitted to drink alcohol in moderation during working hours if a customer purchases the drink. No other ***employee*** classifications are permitted to drink alcohol during working hours.") (emphasis added).

54.

As such, Ms. Monroe was indisputably an employee, and she should be afforded the protections of Title VII. She should not, as The Cheetah attempts to do, be unilaterally removed from the protection of the law simply because The Cheetah chooses to illegally categorize her as a "contractor." Every single case ever decided in the Eleventh Circuit and Georgia has found that entertainers like Ms. Monroe are actually "employees" in the eyes of the law. Allowing The Cheetah to circumvent the protections of Title VII simply by using the word "contractor" instead of "employee" would serve a great injustice to the public policy that belied the creation of Title VII.

MS. MONROE WAS TREATED DIFFERENTLY THAN THE CHEETAH'S OWN SELF-DEFINED STANDARDS FOR GENDER NEUTRAL ENTERTAINERS AND MALE EMPLOYEE COUNTERPARTS

55.

The treatment directed towards Ms. Monroe in light of The Cheetah's own, self-defined guidelines for entertainers/dancers (defined in gender neutral terms), along with the treatment towards its male employees, is definitive proof that there was sexual harassment and gender discrimination directed toward Ms. Monroe that violated The Cheetah's own standards. Although there are no male counterparts for the position of "entertainer/dancer" to which the treatment directed to Ms. Monroe can be compared, ***this should not be the defining factor for a determination of whether this is a Title VII claim.*** If this were the case, any employee or business could avoid any type of sexual harassment or gender discrimination claims by hiring only one gender for any particular role. It cannot possibly be the goal or public policy that is intended to result from the creation of Title VII. Decisions of Courts related to Title VII claims of the type here are not decided based on any such distinction.

56.

The Cheetah has several documents that clearly outline the treatment that is supposed to be afforded to hypothetical, gender neutral entertainers. The sections on "Harassment" and "Sexual Harassment" in **Exhibit D** identify with specificity the treatment to be afforded to gender neutral entertainers/dancers. The Cheetah has strict guidelines for the treatment of entertainers at the club. In fact, all entertainers are required to initial the document attached as **Exhibit D**. An illustrative quote from The Cheetah's alleged policy on harassment is as follows:

> Harassment
>
> The Company does not tolerate harassment of any entertainer or employee by any other employee, entertainer, supervisor, customer, or third party, such as vendors who may be present on the premises of International Follies. Accordingly, derogatory or offensive remarks, jokes or conduct, including but not limited to remarks, jokes or conduct based on race, gender, sex, age, religion, national origin, or disability, will not be tolerated. **Sexual harassment may consist of unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that creates an offensive or hostile working environment. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, and which interferes with work effectiveness. Any entertainer who believes that she is or has been subjected to harassment should contact Jack Braglia, the General Manager.** The Company will investigate all such complaints and will take prompt corrective action in the event the complaint is found to have merit. The Company will not tolerate retaliation against any person for cooperating in an investigation or for making a complaint of harassment.

See **Ex. D**, Section "Harassment," at p. 1-2 (emphasis added). The policies further state the following:

SEXUAL HARASSMENT

It is the policy of the Company to provide its employees with a pleasant work environment free of harassment.

1. As stated previously, the Company will not tolerate verbal or physical conduct by an employee who harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile environment.

2. Though all forms of harassment are prohibited, it is the Company's policy to emphasize that sexual harassment is specifically prohibited. Each supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No supervisor shall threaten or insinuate, either explicitly or implicitly that an employee's refusal to submit to sexual advances will adversely affect his or her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

3. Other sexually harassing conduct in the workplace, whether committed by supervisors or nonsupervisory personnel is also prohibited. Such conduct includes the following:
   a. Sexual flirtation, touching, advances, or propositions
   b. Verbal abuse of a sexual nature
   c. Sexually degrading words to describe an individual

4. Any employee who believes that the actions or words of a supervisor or fellow employee constitute unwelcome harassment have a responsibility to report or complain as soon as possible to the general manager.

5. The general manager must investigate all complaints of harassment promptly and in an impartial and confidential manner. If an employee is not satisfied with the handling of the complaint or the action taken by the general manager, the employee should state so in writing to the general manager. In all cases, the employee is to be advised of the general manager's findings and conclusions.

> 6. Any employee, supervisor, or manager who is found, after appropriate investigation, to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.

Ex. D, at p. 4. Substantively identical provisions are included in the Contract Entertainer Policies document, which entertainers, including Ms. Monroe, are required to sign and did in fact sign. *See* **Exhibit E**. So, although there are no male dancers, there certainly exists a hypothetical, gender neutral dancer (exemplified in the quotations from the "Harassment" and "Sexual Harassment" from **Exhibit D** that is provided above) that is entitled to certain treatment while working at The Cheetah (the "Hypothetical Gender Neutral Dancer"). When the treatment Ms. Monroe received is compared with that of the Hypothetical Gender Neutral Dancer, the conclusion that there was blatant sexual and gender discrimination toward Ms. Monroe, and the creation of a sexually hostile work environment, is inescapable.

57.

But even setting that aside, there are other male entertainers at the club that do not dance but are definitely entertainers. For instance, the disc jockeys at The Cheetah are a male, and none of them are sexually harassed or abused in any way. Moreover, there are male bartenders and floormen at the club at all times, none of whom have sexual advances, sexually charged words, and other hostile words and actions directed toward them. And importantly, none of them are asked to perform sexual favors for customers.

58.

Finally, this treatment outlined above was not limited to Ms. Monroe—the sexual harassment and gender discrimination at The Cheetah is pervasive and deeply rooted in the culture, and other entertainers, such as Kathryn Monroe, were also retaliated against for noncompliance with the activities required of "f girls." Given that every single case that has been brought in Georgia has found that dancers are employees, not contractors, The Cheetah can no longer hide behind the façade that it is exempt from the federal laws that exist to protect employees in the United States. Nor can it hide from Title VII by exclusively hiring females to dance as entertainment for customers.

59.

Ms. Monroe received a copy of International Follies, Inc.'s five (5) page "Contract Entertainer Policies," a true and accurate copy of which is attached to this Complaint as **Exhibit E** (the "Policies"). Ms. Monroe signed the fifth page of the Policies. The Policies contain additional controls, rules, requirements, and regulations that she was required to follow in order to keep her employment at The Cheetah. The Policies document does not include any arbitration policy and does not refer to the subject of arbitration. Ms. Monroe's signature on the Policies did not signify her receipt of any arbitration policy nor her agreement to any such policy. At no time before this lawsuit was filed was Ms. Monroe ever provided by The Cheetah a copy of an arbitration policy, and no such arbitration policy was explained to her by The Cheetah management or anybody else at The Cheetah. At no time before this lawsuit did Ms. Monroe ever agree to arbitrate any legal claims against The Cheetah. Ms. Monroe is not subject to any arbitration policy or agreement with Defendant.

60.

Ms. Monroe filed a claim for sexual harassment and hostile work environment, gender discrimination, and retaliation with the EEOC within 180 days of the discrimination outlined above. Ms. Monroe was issued a Right to Sue Letter from the EEOC ("Notice of Suit Rights") on May 12, 2016 and received the Notice of Suit Rights on May 20, 2016. *See* **Ex. A**. The Cheetah has more than 15 employees and is an "employer" under 42 U.S.C. §§ 2000e(b), and Ms. Monroe is an "employee" under 42 U.S.C. §§ 2000e(f).

COUNT I – SEXUAL HARRASSMENT AND SEXUALLY HOSTILE WORK ENVIRONMENT
(Claim for Violation of Title VII, 42 U.S.C. §§ 2000e-2 et seq.)

61.

Plaintiff repeats and realleges the allegations in all of the Paragraphs of the Complaint included up and until this Paragraph, and hereby incorporates the same herein by this specific reference as though set forth herein in full.

62.

As noted above, Ms. Monroe is a woman and belongs to a protected group.

63.

Ms. Monroe was subjected to unwelcome sexual harassment and exposed to a sexually hostile work environment as detailed at length above.

64.

As noted above, the harassment was based on her sex.

65.

As noted above, The Cheetah adult entertainment club is permeated with sexual harassment and discriminatory intimidation, ridicule, and insult that is sufficiently severe and pervasive to have altered the conditions of Ms. Monroe's employment and created a discriminatorily abusive working environment.

66.

Defendant are responsible for the discriminatorily abusive working environment under a theory of vicarious and/or direct liability. As noted above, The

Cheetah (through Ms. Monroe's supervisors and management) was regularly notified of the sexual harassment by Ms. Monroe and failed to take immediate and corrective action. Indeed, Defendant responded by firing Ms. Monroe for raising these concerns on the day after the final time she complained about the sexual harassment and sexually hostile work environment.

67.

There exists a sexually hostile work environment at the The Cheetah adult entertainment club that was created and is maintained by Defendant International Follies, Braglia, Johnson, and Hagood and which affected Plaintiff Monroe and other females. Evidence of this hostile environment includes, but is not limited to, an attempt to take money from female entertainers if they do not perform sexual acts for customers and management; a workplace filled with sexual assault, sexual battery, violence and derogatory remarks made by the owners, management, supervisors, other employees, and customers; disparate treatment with respect to discipline for female employees or employees who engage in protected activities; the other activities detailed above in this Complaint; The Cheetah's refusal to investigate or to appropriately take corrective action when complaints are made concerning sexual harassment, a sexually hostile work environment, and gender discrimination; retaliation against females who opposed and or participated in protected activities with respect to 42 U.S.C. § 1981 and Title VII. Systematic discrimination exists at the The Cheetah adult entertainment club with respect to females as a result of the policies, customs and procedures implemented by Braglia during his employment with The Cheetah adult entertainment club and by Hagood.

68.

Defendant's actions were willful, deliberate, and intended to cause Plaintiff harm and/or were committed with reckless disregard of the harm caused to Plaintiff, in derogation of her federally protected rights including her right to Equal Protection under the law. Plaintiff Monroe further alleges that the actions of the Defendant in sexually harassing/creating a sexually hostile work environment were carried out with malice and/or reckless indifference to her federally protected rights, thereby entitling her to punitive damages. This discrimination on the part of the Defendant violates 42 U.S.C. § 1981 and 1983, as well as Title VII.

69.

Because of the Defendant's willful and/or reckless discrimination and retaliation against Plaintiff Monroe described in paragraphs above, Plaintiff Monroe has suffered embarrassment, humiliation, mental distress, psychological damages, emotional pain and anguish, and diminished standing in the community.

COUNT II – GENDER DISCRIMINATION

(Claim for Violation of Title VII, 42 U.S.C. §§ 2000e-2 et seq.)

70.

Plaintiff repeats and realleges the allegations in all of the Paragraphs of the Complaint included up and until this Paragraph, and hereby incorporates the same herein by this specific reference as though set forth herein in full.

71.

Defendant created a hostile environment and allowed male employees as described above ("floormen," and managers) and customers and house moms, to harass Plaintiff based on her gender, in violation of Title VII, 42 U.S.C. §2000e et seq.

72.

Defendant's actions toward Plaintiff complained of herein were based on her gender in violation of Plaintiff's rights under Title VII of the Civil Rights Act of 1964. As noted above, no male employees of The Cheetah were treated in a comparable way, and the Hypothetical Gender Neutral Dancer was not to be treated in the way that Ms. Monroe was treated (as described in detail above).

73.

Defendant are responsible for the gender environment under a theory of vicarious and/or direct liability. As noted above, The Cheetah (through Ms.

Monroe's supervisors and management) was regularly notified of the sexual harassment by Ms. Monroe and failed to take immediate and corrective action. Indeed, Defendant responded by firing Ms. Monroe for raising these concerns on the days after the final times she complained about the sexual harassment and sexually hostile work environment.

74.

Defendant's actions were willful, deliberate, and intended to cause Plaintiff harm and/or were committed with reckless disregard of the harm caused to Plaintiff, in derogation of her federally protected rights including her right to Equal Protection under the law. Plaintiff Monroe further alleges that the actions of the Defendant in discriminating against her based on her gender were carried out with malice and/or reckless indifference to her federally protected rights, thereby entitling her to punitive damages. This discrimination on the part of the Defendant violates 42 U.S.C. § 1981 and 1983, as well as Title VII.

75.

Because of the Defendant's willful and/or reckless discrimination and retaliation against Plaintiff Monroe described in paragraphs above, Plaintiff Monroe has suffered embarrassment, humiliation, mental distress, psychological damages, emotional pain and anguish, and diminished standing within the community.

COUNT III – RETALIATION
(Claims for Violation of Title VII, 42 U.S.C. §§ 2000e-3 et seq.)

76.

Plaintiff repeats and realleges the allegations in all of the Paragraphs of the Complaint included up and until this Paragraph, and hereby incorporates the same herein by this specific reference as though set forth herein in full.

77.

As noted above, Ms. Monroe engaged in statutorily protected activity by complaining to The Cheetah and its management about the pervasive sexual harassment, sexually hostile work environment, and gender discrimination occurring at The Cheetah and specifically opposing such practices as described in detail above.

78.

Ms. Monroe she suffered a materially adverse action in the form of being fired for opposing the sexual harassment, sexually hostile work environment, and gender discrimination as described in detail above;

79.

There is a causal link between Ms. Monroe being fired and Ms. Monroe's opposing the sexual harassment, sexually hostile work environment, and gender discrimination as described in detail above. Ms. Monroe was fired in short temporal proximity to the time her last complaint was lodged to The Cheetah. Any claim that Ms. Monroe was fired for a "chargeback" is false and merely a pretext for firing her for the unlawful reasons described herein as Defendant have provided no evidence that Ms. Monroe had the "chargebacks" that The Cheetah claims to have been incurred. Plaintiff Monroe alleges that her termination was in retaliation for her previous protected activity (i.e. her repeated complaints of sexual harassment/sexually hostile work environment and gender discrimination, which is detailed above) and was protected under Title VII and the Equal Protection Clause, and the Defendant's conduct clearly violates 42 U.S.C. § 1981 and 1983, as well as Title VII. Plaintiff further contends that the Defendant articulated reasons for her termination are pretextual.

80.

Defendant's actions were willful, deliberate, and intended to cause Plaintiff harm and/or were committed with reckless disregard of the harm caused to Plaintiff, in derogation of her federally protected rights including her right to Equal Protection under the law. Plaintiff Monroe further alleges that the actions of the Defendant in sexually harassing/creating a sexually hostile work environment, discriminating and retaliating against her were carried out with malice and/or reckless indifference to her federally protected rights, thereby entitling her to punitive damages. This discrimination on the part of the Defendant violates 42 U.S.C. § 1981 and 1983, as well as Title VII.

81.

Because of the Defendant's willful and/or reckless retaliation against Plaintiff Monroe described in paragraphs above, she has suffered embarrassment, humiliation, mental anguish, psychological damages, emotional distress, as well as pecuniary loss and diminished standing in the community.

PRAYER FOR RELIEF

Plaintiff Monroe demands a trial by struck jury on all her claims so triable.

WHEREFORE, Plaintiff respectfully prays that this Court grant relief as follows:

a. Issue a declaratory judgment that the employment policies, practices, procedures, conditions and customs of the Defendant are in violation of the rights of the Plaintiff as secured by Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended by the "Civil Rights Act of 1991," 42 U.S.C. § 2000e et seq., and 42 U.S.C. § 1981 and 1983.

b. Grant the Plaintiff a permanent injunction enjoining the Defendant, their agents, successors, employees, attorneys and those acting in concert with said Defendant and at said Defendant's requests from continuing to violate Title VII of the Act of Congress known as the "Civil Rights Act of 1964," as amended by the "Civil Rights Act of 1991," 42 U.S.C. § 2000e et seq.

c. Enter an Order requiring the Defendant to make the Plaintiff whole by reinstating her to the position she would have held in the absence of sexual harassment/sexually hostile work environment, gender discrimination and retaliation, including back-pay (plus interest), compensatory damages, an equal amount in the form of liquidated damages, lost seniority, nominal damages, punitive damages and benefits, as well as reasonable attorneys' fees;

d. Award Plaintiff costs of this action, including expert fees and expenses;

e. Grant Plaintiff a trial on all issues so triable;

f. Award Plaintiff such other and further relief as the Court may deem just and proper.

Respectfully submitted,
Date: August 12, 2016

/s/ James F. McDonough, III.
JAMES F. MCDONOUGH, III.
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HENINGER GARRISON DAVIS, LLC
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Fax: 205-326-3332

Attorney for Kathryn Monroe

CERTIFICATE OF COMPLIANCE

This is to certify that the foregoing has been prepared using Times New Roman 14 point font.

This 12th day of August, 2016.

/s/ James F. McDonough, III.
JAMES F. MCDONOUGH, III.
GA Bar No.: 117088
HENINGER GARRISON DAVIS, LLC
3621 Vinings Slope, Suite 4320
Atlanta, GA 30339
Tel: 404-996-0869
Fax: 205-326-3332

Attorney for Kathryn Monroe

VERIFICATION

I, Kathryn Monroe, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and the State of Georgia, and I am over the age of 18 years old.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint, and if called on to testify, I would competently testify as to the matters stated herein.

3. I have personal knowledge of Defendant's activities and actions, including those set out in the foregoing Verified Complaint, and if called on to testify, I would competently testify as to the matters stated herein.

4. I verify under penalty of perjury under the laws of the United States of America and the State of Georgia that the factual statements in this Verified Complaint concerning myself, my activities, and my intentions are true and correct, as are the factual statements concerning Defendant activities and actions, except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information I believe them to be true. 28 U.S.C. § 1746.

This 12th day of August, 2016.

Kathryn Monroe

Kathryn Monroe